

Effective Date. As of the Service Commencement Date, Affiliate shall initially carry the Service in its AT60 package of programming Services. For clarity, and notwithstanding anything to the contrary contained herein, Affiliate shall have no continuing obligation to carry the Service in its AT60 package.

(ii) Carriage Commitment. On and after the Service Commencement Date, throughout the Term Affiliate shall distribute the Service as part of Affiliate's second most widely penetrated package of programming services (currently known as "America's Top 120") (the "Carriage Commitment"). Provided that Affiliate is in compliance with the Carriage Commitment, Affiliate may also distribute the Service in any package or tier of television programming services offered by Affiliate on either a residential or commercial basis (including without limitation a-la-carte distribution).

(iii) Subscriber Threshold. Affiliate represents that the approximate number of EchoStar Subscribers who receive Affiliate's second most widely penetrated package of programming services (currently known as "America's Top 120" which package for the avoidance of doubt also includes Subscribers who receive Affiliate's programming package currently known as "America's Top 180") is, as of the date hereof, approximately (the "Static Subscriber Threshold").

Affiliate agrees to use commercially reasonable efforts, at all times during the Term, to (A) maintain the Static Subscriber Threshold and (B) continue to market and develop the America's Top 120 programming package generally in accordance with its practices from the inception of the America's Top 120 package; provided, however, that without limiting the generality of the foregoing, nothing herein shall be construed to prohibit Affiliate from making any changes to Affiliate's programming service line-up and/or Affiliate's packages of programming services if Affiliate determines (in its sole and absolute discretion and without any obligation whatsoever to Programmer) that any such change is commercially advantageous to Affiliate's business. Notwithstanding the foregoing, Programmer agrees and acknowledges that Affiliate shall not be in breach of its obligation with respect to the Static Subscriber Threshold in the event that, at any time during the Term, the number of EchoStar Subscribers that receive Affiliate's second most widely penetrated package of programming services falls below the Static Subscriber Threshold due to churn experienced by Affiliate for reasons other than Affiliate's intentional deletion and/or repositioning of the Service in violation of the Carriage Commitment ("Churn"). If for any reason other than Churn (or increased subscribership to other packages offered by Affiliate) the number of Subscribers that receive Affiliate's second most widely penetrated package of programming services falls below

of the total aggregate number of EchoStar Subscribers, excluding Non-Basic Echostar Subscribers (the "Percentage Subscriber Threshold"), Affiliate agrees to negotiate in good faith with Programmer with respect to repositioning, re-packaging or otherwise delivering the Service in a manner so that the number of Subscribers that receive the Service approximates the Percentage Subscriber Threshold; provided, that the parties agree and acknowledge that nothing contained in the foregoing shall be interpreted to require Affiliate to reposition the Service to a package of programming services that has a greater number of Echostar Subscribers or a greater percentage of Echostar Subscribers, excluding Non-Basic Echostar Subscribers, than does Affiliate's second most widely penetrated

package of programming services (as such package exists as of the date of any such calculation). For clarity, the parties hereby acknowledge and agree that the Percentage Subscriber Threshold shall be calculated by dividing (x) the number of EchoStar Subscribers receiving second most widely penetrated package of programming services by (y) the total number of EchoStar Subscribers (excluding all Non-Basic EchoStar Subscribers).

(b) Programmer's Sales and Marketing Materials. Programmer shall provide Affiliate, upon Affiliate's request, with promotional and marketing advice for purposes of Affiliate's marketing of the Service. Programmer shall promptly provide Affiliate, upon the same terms as provided to any other distributor, with any and all promotional, marketing or other related or similar materials for (or related to) the Service which it produces or provides to such other distributor (for clarity, in accordance with the Favored Nations Provisions contained in Section 19 of this Agreement); and if Affiliate shall request additional materials, then Programmer shall promptly provide such materials to Affiliate and Affiliate shall reimburse Programmer for the actual, third-party costs thereof.

(c) Dealer Showroom Accounts, VIP Accounts. In addition to Section 2(e), Affiliate shall be entitled to authorize (i) agents authorized to sell Affiliate's programming services, including without limitation, consumer electronic equipment dealers, TVRO dealers, telephone companies, private cable companies, direct sales agents, and other agents to receive the Service for the sole purpose of demonstrating to their potential retail customers the functioning of the Distribution System reception equipment and Affiliate's services, including the Service, and (ii) "VIP" subscriber accounts for Affiliate's employees, key customers, vendors, and other similar parties to receive the Service. Such agents and VIP accounts shall _____ and therefore, _____ shall be payable for distribution of the Service in such manner to such agents and/or VIP accounts.

(d) Free Preview. Affiliate shall have the right, from time to time, as part of marketing and sales promotions for Affiliate's services, to offer the Service free of charge to Service Subscribers or potential Service Subscribers for one month or more and for three (3) separate free promotions (each not to exceed 72 hours), or to provide other promotional programs (including rebates, coupons or gift certificates) that effectively allow Service Subscribers or potential Service Subscribers to receive the Service without charge for one month or more (all such promotions, "Free Promotions"). In addition to Sections 2(e) and 3(c) above, Affiliate shall not be obligated to pay any License Fees for Service Subscribers who are receiving such Free Promotions, during such Free Promotion with respect to each Service Subscriber. In addition, during the Term Affiliate shall not be obligated to pay any License Fees for new Service Subscribers during such Subscriber's initial thirty (30) day service period, whether or not the Service Subscriber is paying Affiliate for such initial service period.

(e) Interactive Services. Without limiting the generality of Section 1(e), Affiliate shall have the right (but not the obligation) to distribute, on a non-exclusive basis and without the payment of additional fees to Programmer, any and all of the following promptly upon the creation and commercial deployment thereof: data and informational

enhancements to the programming contained in or delivered along with the Service, as a continuous stream of information and data (or otherwise) and designed to augment the programming contained in the Service, including, without limitation, middleware (e.g., Open TV, Wink and Media Highway) and DVR type applications (collectively "Interactive Services"). Programmer agrees that it shall make the Interactive Services available to Affiliate on terms that are at least as favorable to Affiliate as those given to any other distributor of the Service (for clarity, in accordance with the Most Favored Nations Provisions contained in Section 19 of this Agreement). In addition, Programmer shall ensure that any such Interactive Services comports with Affiliate's then existing middleware technology and reasonable technical requirements as such middleware and requirements are determined by Affiliate from time to time is its sole discretion (provided that Affiliate shall provide Programmer with reasonable notice of any technology or middleware change). For clarity, the parties agree and acknowledge that the content restrictions contained in Section 1(b)(iv) of this Agreement shall apply to the Interactive Services.

(f) Rights to Programmer's Trademarks and Trade Names. Affiliate acknowledges that, as between Programmer and Affiliate, the names and marks "TV Guide Channel," and other such trade names, logos, and trademarks or service marks as Programmer elects to use or associate with the Service, or any part thereof (collectively, the "Programmer Marks") are, and shall at all times remain, the sole and exclusive property of Programmer. Affiliate is hereby granted a non-exclusive, non-transferable, non-assignable royalty free right and license during the Term of this Agreement to use such Programmer Marks solely for the purpose of promoting the Service and the availability of the Service through Affiliate pursuant to the terms hereunder. Subject to the terms and conditions contained herein, and notwithstanding the non-transferable and non-assignable nature of the license granted in the foregoing sentence, Affiliate may allow third parties that form a part of Affiliate's programming distribution chain to use the Programmer Marks as part of promotional materials provided and/or approved by Affiliate. Affiliate further acknowledges and agrees the value of the goodwill associated with the Programmer Marks, and agrees that any additional goodwill which may be created through Affiliate's use of the Programmer Marks shall inure to the sole benefit of Programmer. Affiliate shall not materially alter the form or style of the Programmer Marks (including any notices of ownership included therewith).

(g) Rights to Affiliate's Trademarks and Trade Names. Programmer acknowledges that, as between Programmer and Affiliate, the names and marks "DISH Network," and other such trade names, logos, and trademarks or service marks as Affiliate elects to use or associate with the Distribution Service, or any part thereof (collectively, the "Affiliate Marks") are, and shall at all times remain, the sole and exclusive property of Affiliate. Programmer further acknowledges the value of the goodwill associated with the Affiliate Marks, shall inure to the sole benefit of Affiliate.

(h) Programmer's Marketing Obligations. Programmer shall provide Affiliate with equal mention (including prominence and frequency) in marketing materials on all national, regional and local advertising (e.g. print, on-air, on-line, etc.) along with all

other coop marketing support as it provides any other distributor (e.g. if Programmer generically mentions cable, then it shall mention satellite; or if Programmer displays the name and logo of any other distributor of the Service, or provides and coop marketing support then Programmer shall display Affiliate's name and logo)(for clarity, in accordance with the Most Favored Nations Provisions contained in Section 19 of this Agreement).

(i) Programmer's Rights to Affiliate Ad Inventory. During the first eighteen (18) months of the Term, and at no cost to Programmer, Programmer shall have the right to place up to _____ worth of commercial advertising spots using the commercial advertising inventory which is controlled by Affiliate. Such advertising time shall be spread evenly over such eighteen (18) month period per month). The placement of such advertisements shall be (A) subject to any contractual restrictions placed on such inventory (B) valued pursuant to Affiliate's rate card (C) placed pursuant to Affiliate's standard policies and procedures and in accordance with Affiliate's standard terms and conditions (as such terms and conditions may be modified from time to time) provided that Affiliate shall not use any modification of its terms and conditions to specifically disadvantage Network in relation to other advertisers similarly situated. The parties agree that all such advertising shall be spread evenly across tiers, clusters (excluding the cluster known as the "Latino Cluster") and day parts, as such tiering clustering and day parts are determined by Affiliate in good faith.

4. Representations, Warranties and Covenants.

(a) By Affiliate. Affiliate warrants, represents and covenants to Programmer that it:

(i) is in compliance with and will comply in all material respects with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto (as used herein, "Law" shall mean any FCC and any other governmental (whether international, federal, state, municipal or otherwise) statute, law, rule, regulation, ordinance, code, directive and order, including without limitation, any court order);

(ii) has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

(iii) has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

(iv) the obligations created by this Agreement, in so far as they purport to be binding on Affiliate constitute legal, valid and binding obligations of Affiliate

enforceable in accordance with their terms; and

(v) the material inserted by Affiliate into the Service will not contain any material which is obscene, libelous, slanderous, indecent or defamatory nor will it contain any material which violates or infringes any copyright, right of privacy or literary or dramatic right of any person or entity pursuant to the laws of the U.S. and applicable to the Territory.

(b) By Programmer. Programmer warrants, represents and covenants to Affiliate that:

(i) it is and will remain in compliance with all Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all applicable regulations issued pursuant thereto;

(ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Programmer enforceable in accordance with its terms;

(iii) throughout the Term, (A) the general quality and quantity of programming on the Service shall not materially change from that existing as of the date of this Agreement; and (B) the genre of programming shall not materially change from that described in Section 1(a) and existing on the date of this Agreement;

(iv) it has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

(v) it has secured and shall maintain all rights necessary for Affiliate to use and enjoy its rights in connection with its distribution of the Service, including, without limitation, obtaining or all necessary trademarks, copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Service (including without limitation, the right to use the names, titles or logos of the Service or any of its programs, the promotional materials supplied or approved by Programmer, the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof) and to perform its obligations hereunder and grant the rights granted pursuant to Section 1;

(vi) it shall not, without Affiliates prior written approval, use the name or logo for "EchoStar" or any other works owned or controlled by Affiliate (and its related companies);

(vii) subject to Section 1(b)(ii), as of the date hereof and during the Term, the programming on the Service consists of that programming described in Section 1(b);

(viii) there are no (and it covenants that it shall not enter into directly or indirectly, allow or otherwise permit any) affiliation, distribution or any other agreements, whether written or oral, granting to distributors and/or any other third party, person or entity any form or type of exclusive or other rights that would limit or restrict in any way Affiliate's rights to distribute the Service in the Territory; and

(ix) the obligations created by this Agreement, in so far as they purport to be binding on Programmer constitute legal, valid and binding obligations of Programmer enforceable in accordance with their terms.

(x) it has licensed and will be responsible to pay all copyright, royalty or other performance rights and licenses, including without limitation "through-to-the-viewer" music performance rights for the Service and/or any other rights necessary from ASCAP, BMI, SESAC and any other applicable performing rights organizations or other applicable entity, and shall maintain all such rights and licenses throughout the Term;

(xi) no third party has, or to the best knowledge of Programmer no third party has claimed, any rights which would be inconsistent with the rights granted to Affiliate hereunder;

(xii) the Service will not contain any material which is obscene, libelous, slanderous, indecent or defamatory nor will it contain any material which violates or infringes any copyright, right of privacy or literary or dramatic right of any person or entity pursuant to the laws of the U.S. and applicable to the Territory.

5. Term; Termination.

(a) Term; Extension; Service Commencement Date. The term of this Agreement shall be for commencing on the Effective Date (the "Term").

(b) Termination for Breach, Bankruptcy; Discontinuance of Business. This Agreement may be terminated by either party (the "Affected Party"), in its discretion, at any time after any of the following occurrences, except as provided in this Agreement, with respect to the other party (the "Other Party"):

(i) the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which, is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days); provided that each party agrees and

acknowledges that there may be certain breaches which are incapable of being cured and are therefore not subject to any such cure period (the determination of an "uncurable" breach shall be determined by a court of competent jurisdiction or other finder of fact agreed to by the parties);

(ii) the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; or

(iii) upon one-hundred and twenty (120) days prior written notice to the other party, (A) if Affiliate discontinues operation of the Distribution System, or (B) Programmer discontinues operation and distribution of the Service; in either which case neither party shall have any further liability to the other except for any obligation or liability arising or occurring prior to such termination.

(c) Force Majeure. Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of Programmer or Affiliate, as the case may be, to transmit or distribute the Service or perform its obligations hereunder if such failure is due to any failure or degradation in performance of Programmer's U.S. Satellite or the satellite(s) or transponders on such satellites (as applicable) or of the Distribution System (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by Programmer or Affiliate, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of Programmer or Affiliate, as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance; provided, however, that if Affiliate determines in its sole discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to the Distribution System or satellite and so notifies Programmer, then either party may terminate this Agreement effective upon written notice to the other party. The parties acknowledge and agree that although the Service may at any given time be uplinked to only one of several DBS satellites, failure or degradation in any of such DBS satellites may require Affiliate to reduce the number of programming services available for allocation among all of the DBS satellites, with such reduction including, without limitation, curtailment or termination of the distribution of the Service by Affiliate, at Affiliate's sole discretion. Accordingly, Programmer further acknowledges and agrees that the provisions set forth in the first sentence of this Section 5(c) shall apply and shall exculpate Affiliate and excuse the performance of Affiliate hereunder in the event of a failure or degradation of any of the DBS satellites or the transponders on any such satellites, regardless of whether the satellite to which the Service is uplinked at the time of such failure or degradation is itself the subject of

such failure or degradation.

6. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or Affiliated Company(ies) shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

7. Indemnification; Limitation of Liability.

(a) By Programmer. Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such subcontractors and distributors (collectively, the "Affiliate Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of (i) Programmer's breach or alleged breach of any provision of this Agreement, (ii) material or programming supplied by Programmer pursuant to this Agreement (including without limitation all portions of the Service and any claim that the Service or any portion thereof violates any third party intellectual property right), (iii) the distribution or cablecast of any programming on the Service which is alleged to violate or requires payment for use or performance of any copyright, right of privacy or literary, music performance or dramatic right, (iv) Programmer's advertising and marketing of the Service, (v) Affiliate's exhibition or other distribution of the Service, and (vi) any other materials, including advertising or promotional copy, supplied or permitted by Programmer. The term "Affiliated Company(ies)" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock or board control, provided the control must be actual) with such person or entity and any member, director, officer or employee of such person or entity.

(b) By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's subcontractors and authorized distributors, each supplier to Programmer of any portion of the Service hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such subcontractors and distributors and such suppliers and participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) incurred in connection with any claim against the Programmer Indemnitees arising out of (i) Affiliate's breach or alleged breach of any provision of this Agreement, (ii) the improper distribution by Affiliate of the Service (iii) any materials

inserted into the Service by Affiliate, including, without limitation, the insertion of Affiliate's commercial or other announcements, in the Avails and any materials inserted by Affiliate into the Lower Portion and (iv) Affiliate's advertising and marketing of the Service (except with respect to such advertising and marketing materials or content supplied or approved by Programmer).

(c) Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder with respect to any claims that may have occurred and/or accrued on or prior to the date of such termination. The party wishing to assert its rights set forth in this Section 7 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (1) assume the defense of any claim, demand or action against such indemnitee and/or (2) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

(i) WITH THE EXCEPTION OF EACH PARTY'S DUTIES WITH RESPECT TO CONFIDENTIALITY AND INDEMNIFICATION, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

(ii) IN NO EVENT SHALL ANY PROJECTIONS, FORECASTS, ESTIMATIONS OF SALES AND/OR MARKET SHARE OR EXPECTED PROFITS, OR OTHER ESTIMATIONS OR PROJECTIONS BY AFFILIATE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED COMPANIES, REGARDING OR RELATED TO AFFILIATES' DBS BUSINESS BE BINDING AS COMMITMENTS OR, IN ANY WAY, PROMISES BY AFFILIATE.

(iii) WITH THE EXCEPTION OF FRAUD, WILLFUL MISCONDUCT AND EACH PARTY'S DUTIES WITH RESPECT TO CONFIDENTIALITY AND INDEMNIFICATION, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY, OR EITHER PARTY'S RESPECTIVE AFFILIATES, IN CONNECTION WITH THIS AGREEMENT EXCEED

AFFILIATE AGREES AND ACKNOWLEDGES THAT UNILATERALLY DISCONTINUING ITS DISTRIBUTION OF THE SERVICE AND/OR RE-PACKAGING THE SERVICE IN VIOLATION OF THIS AGREEMENT MAY CONSTITUTE WILLFUL MISCONDUCT; PROVIDED THAT, NETWORK AGREES AND ACKNOWLEDGES THAT AFFILIATE'S ELECTION TO

UNILATERALLY DISCONTINUE ITS DISTRIBUTION OF THE SERVICE AND/OR RE-PACKAGE THE SERVICE IN RESPONSE TO NETWORK'S UNCURED MATERIAL BREACH OF THIS AGREEMENT MAY BE JUSTIFIABLE NON-PERFORMANCE.

8. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested, fax, or by an overnight delivery service to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to Programmer shall be provided as follows:

Gemstar-TV Guide International, Inc.
6922 Hollywood Boulevard, 12th Floor
Hollywood, California 90028
Attention: EVP, Affiliate Sales & Marketing
Attention: General Counsel
Fax No.: (323) 817-4623

with a copy to:

Gemstar-TV Guide International, Inc.
6922 Hollywood Boulevard, 12th Floor
Hollywood, California 90028
Attention: SVP, Business & Legal Affairs
Fax No.: (323) 817-4623

Notice to Affiliate shall be provided as follows:

EchoStar Satellite LLC
9601 South Meridian Boulevard
Englewood, Colorado 80112

Facsimile Number: (303) 723-1999
Attn: Senior Vice President, Programming
cc: Office of the General Counsel
Facsimile Number: (303) 723-1600

Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

9. Waiver. ~~The failure of any party to insist upon strict performance of any~~ provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. Subject to Section 7(d) above, all rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.

10. Successors and Assigns. This Agreement is binding upon the heirs, legal representatives, successors and assigns of Affiliate and Programmer. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior express written consent of the other party to this Agreement, except that (A) Affiliate may assign this Agreement in whole or in part to an Affiliated Company at any time without the consent of Programmer; (B) Affiliate may assign this Agreement in the event of a merger, consolidation, corporate restructuring, or in the case of a sale of all or substantially all of its assets without the written consent of Programmer; (C) Programmer may assign this Agreement without the consent of Affiliate in the event of a merger, consolidation, corporate restructuring, or in the case of a sale of all or substantially all of the assets or equity interest of network's parent company (currently Gemstar TV Guide International Inc.) or (D) Programmer may assign this Agreement without the consent of Affiliate in the event of a consolidated transaction involving the sale of the TV Guide Channel, the TV Games Channel and TV Guide Magazine business to a single party, provided, that as a condition precedent to the assignment contemplated by (C) or (D) any successor entity must agree that the three aforementioned properties shall remain under the common control of such entity for the Term of this Agreement and shall further agree to assume the obligations of this Agreement in full and be irrevocably bound hereby. In furtherance and without limiting the generality of the foregoing, in the event that any person or entity who, as of the date first written above, did not possess, directly or indirectly, the power to direct or cause the direction of management or policies of Programmer, whether by virtue of the ownership of voting stock, by contract or otherwise, later comes into possession of such power, that will be considered an assignment requiring Affiliate's consent hereunder and invoking Affiliate's termination rights pursuant to Section 5 of this Agreement. Notwithstanding anything to the contrary in the foregoing, Programmer may not make any assignment of its rights or obligations under this Agreement to a competitor of Affiliate in the multi-channel video programming distribution business without prior written consent of Affiliate. Any assignment or other transfer prohibited herein shall be null and void.

11. Governing Law. The parties hereto agree and intend that this Agreement shall be deemed to have been executed and delivered in the State of New York, and shall be governed by, construed, and enforced in accordance with the laws of such State without regard to any conflicts of law principles thereof that would require the application of the laws of any other state or jurisdiction. The parties hereby agree and consent to the exclusive jurisdiction and venue of the state and/or federal courts situated in New York, New York, for any dispute arising from this Agreement. If any legal proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall be entitled to receive, in addition to all other relief, reasonable attorneys' fees and expenses.

12. Entire Agreement and Section Headings. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof. This Agreement shall not be modified other than in a writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only

and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

13. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or geography, such restriction shall be deemed amended to conform to such extent of time and/or geography as such court shall deem reasonable.

14. Confidentiality. The parties agree that during the term and after the expiration of this Agreement they and their employees have maintained and will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files or any proprietary or subscriber information provided by one party to the other party (the "Confidential Information"), and that they have not and will not reveal the same to any persons not employed by the other party except: (A) at the written direction of the other party; (B) disclosure as may be required by law, regulation, national stock exchange or national listing system, court or government agency of competent jurisdiction, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, or in connection with any arbitration proceeding; (C) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 14; (D) in order to enforce any of its rights pursuant to this Agreement; (E) to potential investors, insurers, financing entities and, in the case of Affiliate; provided, however, that such person described above agrees to be bound by the provisions of this Section 14; or (F) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party. The parties hereby agree to jointly issue a public announcement concerning this Agreement and the transactions contemplated hereby in form and substance mutually agreed upon between the parties within a reasonable amount of time following the execution of this Agreement. Neither party shall issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which shall not be unreasonably delayed, conditioned or withheld.

15. Cessation of Program Distribution. If Affiliate, in good faith, determines that its provision of any Service programming violates any material applicable Law, then, following written notice to Programmer, Affiliate may cease distributing such programming to the extent, but only to the extent, necessary and for the time necessary; as reasonably determined by Affiliate, to prevent such violation of Law from continuing.

16. Survival. All representations and warranties, duties to indemnify and duties with respect to confidentiality contained herein or made by the parties, and each of them, in

connection herewith shall survive termination or expiration of this Agreement.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party. If such a faxing occurs, the parties agree that they will each also immediately post, by Federal Express, a fully executed original counterpart of the Agreement to the other party.

18. Taxes. Affiliate shall pay and hold Programmer harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, the operations of, Affiliate. Programmer shall pay and hold Affiliate harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, the operations of Programmer.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ECHOSTAR SATELLITE LLC

By: 

Name: Michael Schwimmer

Title: Sr. Vice President of Programming

TV GUIDE NETWORKS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ECHOSTAR SATELLITE LLC

By: _____

Name: Michael Schwimmer

Title: Sr. Vice President of Programming

TV GUIDE NETWORKS, INC.

By: _____

Name:  _____

Title: JEFF SHELL

CEO

EXHIBIT A
PROGRAMMING SCHEDULE
REFERENCE ATTACHED

**Channel****Master Schedule: 1Q/04**

REVISED 11/13/04										Paid Prog
	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays			
06:00 AM	Paid Programming					Paid Programming		06:00 AM		
7:00								7:00		
8:00								8:00		
9:00								9:00		
10:00								10:00		
11:00	WHAT'S ON					WHAT'S ON		11:00		
12:00 PM	SCREENING ROOM	TV GUIDE SPECIAL	TV TALK ROCK ON	TV RULES	SCREENING ROOM	TV GUIDE SPECIAL	TV TALK ROCK ON	12:00 PM		
1:00	WHAT'S ON					TV RULES	WHAT'S ON	1:00		
2:00	WHAT'S ON					TV TALK ROCK ON	WHAT'S ON	2:00		
3:00	TV RULES	SCREENING ROOM	TV GUIDE SPECIAL	TV TALK ROCK ON	TV RULES	SCREENING ROOM	TV GUIDE SPECIAL	3:00		
4:00	WHAT'S ON					WHAT'S ON	TV RULES	4:00		
5:00	WHAT'S ON					WHAT'S ON	TV TALK ROCK ON	5:00		
6:00	TV TALK ROCK ON	TV RULES	SCREENING ROOM	TV GUIDE SPECIAL	TV TALK ROCK ON	TV RULES	SCREENING ROOM	6:00		
7:00	WHAT'S ON*					WHAT'S ON		7:00		
8:00	SCREENING ROOM	TV GUIDE SPECIAL	TV TALK ROCK ON	TV RULES	SCREENING ROOM*	TV GUIDE SPECIAL	TV TALK ROCK ON	8:00		
9:00	WHAT'S ON				TV TALK* ROCK ON	WHAT'S ON		9:00		
10:00	TV RULES	SCREENING ROOM	TV GUIDE SPECIAL	TV TALK ROCK ON	TV RULES*	SCREENING ROOM	TV GUIDE SPECIAL	10:00		
11:00	WHAT'S ON				SCREENING ROOM	WHAT'S ON		11:00		
12:00 AM	TV TALK ROCK ON	TV RULES	SCREENING ROOM	TV GUIDE SPECIAL	TV TALK ROCK ON	TV RULES	SCREENING ROOM	12:00 AM		
1:00	WHAT'S ON				TV RULES	WHAT'S ON		1:00		
2:00	Paid Programming					Paid Programming		2:00		
3:00								3:00		
4:00								4:00		
5:00								5:00		

NC.III.B 0775

**FIRST AMENDMENT TO
THE TV GUIDE CHANNEL AFFILIATION AGREEMENT**

THIS AMENDMENT (this "Amendment"), made and entered into effective as of March 23, 2007 (the "Amendment Effective Date"), by and between TV Guide Networks, Inc. ("Programmer") and EchoStar Satellite LLC ("Affiliate"), amends the TV Guide Channel Affiliation Agreement (the "Affiliation Agreement"), effective as of April 5, 2004, by and between Programmer and Affiliate. The parties agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Affiliation Agreement.

2. **Channel Position; Full Screen of Upper Portion Deployment.** Notwithstanding anything to the contrary contained in the Affiliation Agreement, Affiliate shall cause the Service to be repositioned to channel number 117 for all Service Subscribers, and shall transmit to all Service Subscribers only the Upper Portion of the Service as a full screen video programming channel in accordance with industry standards for full time video programming on pay television platforms. Affiliate shall make such changes as soon as is reasonably possible but in no event later than forty five (45) days after the Amendment Effective Date and shall maintain such changes through the Term.

3. **TV Guide Select.** Throughout the Term, commencing no later Affiliate shall make TV Guide Select available to all Service Subscribers at such Service Subscribers attributable to TV Guide Select (i.e. other than technical provisioning, equipment and/or programming charges that are uniformly applied irrespective of anything specifically attributed to the TV Guide select application). For clarity, Programmer acknowledges and agrees that TV Guide Select will only be actually available to those Service Subscribers who receive the Service via an interactively enable integrated received decoder unit. "TV Guide Select" shall mean that version of the TV Guide Select application and implementation that had been previously approved by Programmer and was scheduled to be deployed by Affiliate to Service Subscribers in January 2007 as specifically described in the TV Guide Select Master Plan dated June 23, 2005. Affiliate's distribution obligation is expressly contingent upon Programmer providing that certain data, information and technical support as EchoStar may reasonably require and the TV Guide Select application utilizing no more than 500K of satellite bandwidth. If and to the extent that Programmer fails to provide such data information and technical support, or if the TV Guide Select application requires more that 500K of satellite bandwidth, Affiliate shall have the right to cease its distribution of TV Guide Select upon notice to Programmer.

4. **Option to Change Commercial Advertising and Advertising Avails Section.** Programmer shall have an option on at least forty five (45) days written notice to Affiliate to cause the second sentence of Section 1(b)(v)(C) to be deleted and replaced with the following words:

"Programmer shall make: (i) three (3) minutes per hour of such commercial advertising time on the Service available to Affiliate during the hours of 11:00 a.m. through 2:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time with

respect to any West Coast feed (if Affiliate were to receive a West Coast feed)) each day during the Term; (ii) two (2) minutes per hour of such commercial advertising time of the Service available to Affiliate during the hours of 2:00 a.m. through 11:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time with respect to any West Coast feed (if Affiliate were to receive a West Coast feed)) each day during the Term; and (iii) a three (3) hour consecutive block of such commercial advertising time on the Service during the hours of 5:00 a.m. through 8:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time with respect to any West Coast feed (if Affiliate were to receive a West Coast feed)) on each Saturday during the Term (such available time set forth in (i), (ii) and (iii) shall be defined as "Avails")."

In addition to and without limiting the generality of anything contained in Section 19 ("Most Favored Nations") and/or 1(b)(v)(C) of the Affiliation Agreement, Programmer agrees and acknowledges that if a third party receives from Programmer (and/or any of its Affiliated Companies) consideration for relinquishing avails on the Service that is more favorable than the consideration provided to EchoStar hereunder, EchoStar may elect to receive such other consideration in accordance with Section 19. For clarity, the parties agree and acknowledge that the foregoing reference to "the consideration provided to EchoStar hereunder" is intended to refer solely to the three hour Saturday morning block specified above.

5. General. Except as expressly amended and modified herein, all other terms and provisions of the Affiliation Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the TV Guide Channel Affiliation Agreement to be duly executed effective as of the Amendment Effective Date.

TV GUIDE NETWORKS, INC.

By: Mike McKee
Name: MIKE MCKEE
Title: COO

ECHOSTAR SATELLITE LLC

By: _____
Name: _____
Title: _____

respect to any West Coast feed (if Affiliate were to receive a West Coast feed)) each day during the Term; (ii) two (2) minutes per hour of such commercial advertising time of the Service available to Affiliate during the hours of 2:00 a.m. through 11:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time with respect to any West Coast feed (if Affiliate were to receive a West Coast feed)) each day during the Term; and (iii) a three (3) hour consecutive block of such commercial advertising time on the Service during the hours of 5:00 a.m. through 8:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time with respect to any West Coast feed (if Affiliate were to receive a West Coast feed)) on each Saturday during the Term (such available time set forth in (i), (ii) and (iii) shall be defined as "Avails")."

In addition to and without limiting the generality of anything contained in Section 19 ("Most Favored Nations") and/or 1(b)(v)(C) of the Affiliation Agreement, Programmer agrees and acknowledges that if a third party receives from Programmer (and/or any of its Affiliated Companies) consideration for relinquishing avails on the Service that is more favorable than the consideration provided to EchoStar hereunder, EchoStar may elect to receive such other consideration in accordance with Section 19. For clarity, the parties agree and acknowledge that the foregoing reference to "the consideration provided to EchoStar hereunder" is intended to refer solely to the three hour Saturday morning block specified above.


5. General. Except as expressly amended and modified herein, all other terms and provisions of the Affiliation Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the TV Guide Channel Affiliation Agreement to be duly executed effective as of the Amendment Effective Date.

TV GUIDE NETWORKS, INC.

By: _____
Name:
Title:

ECHOSTAR SATELLITE LLC

By:  _____
Name: CARL VOGEL
Title: PRESIDENT, VICE CHAIRMAN



March 28, 2007

VIA OVERNIGHT AND CERTIFIED MAIL

Echostar Satellite LLC
9601 South Meridian Boulevard
Englewood, Colorado 80112
Attn: Jeffrey H. Blum, Vice President and Associate General Counsel
Attn: David K. Moskowitz, General Counsel
Attn: Eric Sahl, Senior Vice President, Programming

"Notice of Option Exercise" regarding Local Avail Reductions – TV Guide Channel

Reference is hereby made to the TV Guide Channel Affiliation Agreement, entered into effective as of April 5, 2004, by and between TV Guide Networks, Inc. ("TVGN") and EchoStar Satellite LLC ("Echostar") (the "Affiliation Agreement"), as amended by the "First Amendment to the TV Guide Channel Affiliation Agreement," dated March 23, 2007 (the "First Amendment").

By the signature below, effective as of the date of this letter ("Option Exercise Date"), Network hereby officially exercises its option under Section 4 of the First Amendment. By such exercise, the Affiliation Agreement is hereby automatically amended as set forth in such Section 4 of the First Amendment. The reduction in commercial advertising time available to Echostar shall take effect on June 4, 2007.

Our Affiliate Sales team will reach out to your advertising team to discuss the details of this transition. However, please feel free to call me at (610) 293-3955 if you have any questions.

A handwritten signature in black ink, appearing to read "Tonia O'Connor", written over a horizontal line.

Tonia O'Connor
Executive Vice President, Distribution
TV Guide Affiliate Sales, Inc.

cc: Office of the General Counsel (Echostar) (Via Overnight Mail)
Executive Vice President & General Counsel (TVGN)

AFFILIATION AGREEMENT: PUERTO RICO

NGC NETWORK LATIN AMERICA, LLC

This Affiliation Agreement (the "Agreement") is made as of December 8, 2005 between **LIBERTY CABLEVISION OF PUERTO RICO** ("Affiliate"), on the one hand, and **NGC NETWORK LATIN AMERICA, LLC** ("NGCLA" or the "Service Provider"), on the other hand, for carriage of the adventure and nature-oriented television service presently known in Latin America as "The National Geographic Channel" ("NGC" or the "Service"). In consideration of the mutual promises contained herein and subject to the terms and conditions hereof (including Exhibit "A" and the Standard Terms and Conditions attached hereto as Exhibit "B," both of which are hereby incorporated into, and made a part of, this Agreement), the parties agree as follows:

MAIN AGREEMENT

1. **TERRITORY:** The "Territory" consists of the following region in which Affiliate operates one or more Systems (listed on Exhibit "A" to, and expressly incorporated in, this Agreement, each a "System"): Puerto Rico.
2. **TERM:** The "Term" of this Agreement is the period from January 1, 2005 through and including (each successive 12-month period beginning with the beginning of the Term being a "Year"), unless terminated earlier in accordance with this Agreement.
3. **BROADCAST TIER/CHANNEL PLACEMENT:**
 - (a) **"Broadcast Tier":** For purposes of this Agreement, the "Broadcast Tier" for the Service shall be The term is defined in Exhibit "B."
 - (b) **"Channel Placement":** Throughout the Term, Affiliate shall place the Service
 - (c)
4. **GRANT OF RIGHTS:** The Service Provider hereby grants to Affiliate, and Affiliate hereby accepts on behalf of itself and each System, the limited, non-exclusive right in accordance with this Agreement throughout the Territory during the Term to: (a) exhibit and distribute the Service on a twenty-four basis on each System's Broadcast Tier via Cable; and (b) authorize reception of the Service by "Subscribers" on each System's Broadcast Tier. The term "Subscriber" is defined in Exhibit "B". All rights not expressly licensed in this

Agreement by the Service Provider to Affiliate are deemed expressly reserved to and may be exercised by the Service Provider in any manner whatsoever.

5. **SUBSCRIBER PRICE:** Throughout the Term, the "Subscriber Price" shall be the monthly sum Affiliate pays to the Service Provider for each Subscriber (as defined in Exhibit "B") to Affiliate's System for the number of Subscribers set forth below:

6. **MONTHLY PAYMENT:**

(a) By the _____ day of each calendar month during the Term, Affiliate shall pay to the Service Provider (or its designee) an amount ("Monthly Payment") equal to the product of the Subscriber Price multiplied by the greatest number of Subscribers (as set forth in Paragraph 5, above) during the relevant month.

(b) **Pro Ration:** The Monthly Payment for any partial calendar month at the commencement or the conclusion of the Term shall be pro-rated according to the actual number of days of such partial month prior to termination of this Agreement.

(c) **Payments:** Affiliate shall pay the Monthly Payment each month according to the terms of Exhibit "B" to this Agreement; and the Payment Information Instructions which are attached to this Agreement as Schedule "1," both of which are hereby made a part of this Agreement.

7. **ADVERTISING:**

(a) Service Provider shall designate for Affiliate _____ per hour of advertising time ("Affiliate Announcement Time") during which Affiliate may insert, or permit to be inserted, into the Service for delivery by Systems during the Term, those commercial announcements which Affiliate has sold or allowed to be sold on Affiliate's behalf ("Affiliate Announcements") and which Affiliate Announcements Service Provider may approve, in its _____ discretion.

(b) Affiliate shall in no event: (A) insert more than _____ per hour of Affiliate Announcements; (B) insert Affiliate Announcements in any time slot other than the Affiliate Announcement Time; (C) exhibit any Affiliate Announcement that the Service Provider has not approved in advance; (D) cover, blackout, or otherwise delete any programming contained in the Service, including without limitation, any _____

Service Provider shall not be liable for any damages or losses of any kind, including without limitation, any _____

commercials, promotions or any other content, without the Service Provider's prior written consent; (E) insert or permit to be inserted into the Service for delivery by a System (a)

or (b) any Affiliate Announcement which ; (F)

insert or permit to be inserted any Affiliate Announcement on the Service which is inappropriate for viewing by children, or illegal or otherwise violates any relevant law, edict, regulation or other rule governing advertising on a television service (collectively, "Prohibited Insertions"). Affiliate shall indemnify and hold harmless Service Provider, its related affiliated and parent companies, and its respective shareholders, officers, directors, agents, employees, and representatives from and against any and all liability which may result from exhibition of Prohibited Insertions.

(c) Affiliate shall be responsible for and shall pay all costs relating to use of the Affiliate Announcement Time. Affiliate shall ensure that each Affiliate Announcement complies with all applicable laws, rules, regulations and/or codes, and that no Affiliate Announcement contains any false, unsubstantiated, misleading or deceptive claims or assertions.

(d)